



**BILLING AGREEMENT BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
VERIZON VIRGINIA, INC.  
AND  
VERIZON SOUTH, INC. ("VERIZON")**

**1. PARTIES AND SCOPE OF AGREEMENT**

This is an Agreement (the "Agreement") between the **Commonwealth of Virginia, Wireless E-911 Services Board** (the "Commonwealth" or the "Board"), having its principal place of business address at 11751 Meadowville Lane, Chesterfield, VA 23219, and **Verizon Virginia, Inc. and Verizon South, Inc.** (each hereinafter referred to severally as the "Contractor" or "Verizon"), Virginia corporations having their principal place of business at 703 East Grace Street, Richmond, Virginia 23219, for the payment for wireless E-911 services, as described in Exhibit A hereto, on behalf of local Counties and Municipalities which serve as Public Safety Answering Points ("PSAPs") (the "Services").

The Contractors provide the Services to certain PSAPs. The Contractors acknowledge that the Board is acting only as a billing agent for the convenience of the Contractors and the PSAPs and that this agreement is not a purchase or service agreement. Any payment made by the Board is made on behalf of the PSAPs. Nothing in this Agreement is intended to or shall be construed as imposing any obligations on the PSAPs or affecting the rights of the PSAPs. Verizon has filed a tariff with the Virginia State Corporation Commission, effective September 10, 2010, that establishes terms and conditions under which Verizon will sell the Service to the PSAPs. The rates to be paid by the Commonwealth on behalf of the participating PSAPs for the Service shall be as identified in Exhibit A of this Agreement and not the tariff.

PSAPs participating in this Agreement shall be referred to as Ordering Agency and/ or Customer. The Board's obligation to pay for the Services is subject to the PSAPs opting in to this agreement and subject to availability and appropriation of funds under Section 16 of this Agreement. Verizon Virginia Inc. and Verizon South Inc. do not assume joint and several liability for one another's actions and performance, but each shall be liable for their own performance within their respective certified PSAP service area.

The Board is the approving authority for expenditures from the Virginia Wireless E-911 Fund, and is empowered to provide grant funds to, or on behalf of, PSAPs for the benefit of wireless E-911, as provided in Va. Code § 56-484.17(C). The Board has provided an opportunity for PSAPs to apply for grant funds for the payment of Services. Certain PSAPs have applied for and been awarded grant funds to pay for the Services that they will receive from Verizon for

FY2011, which is the period from July 1, 2010 and June 30, 2011. In subsequent years of this agreement, the Board may utilize other funding methods permissible within the *Code of Virginia*, if requested to do so by the PSAPs. Regardless of the methodology employed, the Board may make payment on behalf of the PSAPs only if the PSAPs have applied to the Board and been approved for such payment.

In order to eliminate the administrative steps involved in billing and receiving payment from individual PSAPs, along with the steps involved in the Board's reimbursing individual PSAPs, it is the parties' desire to enter into an agreement whereby each Contractor may submit one bill to Board on behalf of PSAPs which receive Services from that Contractor, and which have requested and received approval for the use of wireless E-911 funds for such purpose. At the request of the PSAP, the Board will pay for the Services with proceeds from the Wireless E-911 Fund that have been awarded to PSAPs for such payment. Each Contractor agrees to the Board's direct payment on behalf of the Ordering Agencies.

## **2. BILLED PARTY; ORDERING AGENCIES**

A. **Billed Party.** The Board, on behalf of the Ordering Agencies, shall be the billed party for the Services ordered by said Ordering Agencies. On behalf of the Ordering Agencies, the Board shall make payment of all invoices in accordance with the provisions of Section 25 of this Agreement.

B. **Ordering Agencies.** The Board hereby authorizes each PSAP that has both requested the Board to pay for Services on their behalf and been awarded wireless E-911 funds to pay for services to act as an Ordering Agency for this Agreement. Ordering Agencies which are governed by this Agreement, and the quantity of services ordered by each, are listed in Exhibit B. The Commonwealth may adjust the Ordering Agencies listed in Exhibit B within 15 days of the execution of this agreement without penalty. In the event the Commonwealth notifies Verizon that one or more PSAPs should be deleted from the list of Ordering Agencies in Exhibit B, Exhibit B shall be amended to reflect such change, and charges due under this Agreement shall be adjusted to reflect any proportional reduction in costs attributable to such deleted PSAPs.

The authority of an Ordering Agency is limited to ordering the Services, by written request which references this Agreement, and does not include the ability to add any additional Services not included on Exhibit A or to change or modify any prices, terms and conditions agreed upon by the parties hereto. The contractor reserves the right to refuse Services to Ordering Agencies outside of the Contractor's service area. All changes to this Agreement must be incorporated in a formal modification to this Agreement by the parties identified in paragraph entitled "Modifications" of this Agreement.

## **3. ENTIRE AGREEMENT**

This Agreement, comprised of these terms and conditions and Exhibits A and B attached hereto, constitutes the entire agreement between Verizon and the Commonwealth with respect to the subject matter of this Agreement. All prior agreements, representations, statements, negotiations and undertakings between Verizon and the Commonwealth are hereby superseded with respect to

these Services, provided, however, that Contractor has filed a tariff with the State Corporation Commission, which will apply to Verizon's provision of Services to PSAPs under this Agreement.

#### **4. APPLICABLE LAWS AND COURTS**

This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. Verizon shall comply with all applicable federal, state and local laws, rules and regulations.

#### **5. NOTICES**

Notices required by this Agreement must be in writing and sent to:

<u>Verizon:</u>	<u>Commonwealth</u>
Verizon Contract Repository	Wireless E-911 Services Board
700 Hidden Ridges	c/o VITA
MC: HQW02L25	11751 Meadowville Lane
Irving, TX 75038	Chesterfield, VA 23219

Names and addresses for notices may be changed by notice sent in accordance with this paragraph. Notices delivered by hand shall be effective upon delivery. Notices which are not hand-delivered shall be sent by certified mail, return receipt requested, and shall be effective on the date noted on the return receipt.

#### **6. ANTI-DISCRIMINATION**

The Contractor certifies to the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and section 2.2-4311 of the Virginia Public Procurement Act.

A. During the performance of this Contract, the Contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

- 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## **7. IMMIGRATION REFORM AND CONTROL ACT OF 1986**

The Contractor certifies that it does not and will not during the performance of this Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

## **8. ETHICS IN PUBLIC CONTRACTING**

The Contractor certifies that this Agreement is made without collusion, or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with this Agreement, and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

## **9. TAXES, SURCHARGES AND APPLICABLE FEES.**

Any taxes, surcharges or other applicable fees that may be assessed by Verizon in connection with use of the Services by the PSAPs, if any, shall be done only where required or permitted by applicable law or tariff. Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, and can be obtained online at <http://www.tax.virginia.gov/>. Deliveries against this Agreement shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

## **10. NONDISCRIMINATION OF CONTRACTORS**

A Contractor shall not be discriminated against in the award of this Agreement because of race, religion, color, sex, national origin, age, or disability or due to its status as a faith-based organization.

## **11. ASSIGNMENT OF CONTRACT**

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Agreement shall not be assignable, in whole or in part to any other party without the Commonwealth's written consent, which shall not be unreasonably withheld, and that any purported assignment or transfer without such consent shall be null and void, provided Contractor may assign or transfer its rights and obligations under this Agreement, upon written

notice to the Commonwealth, to any affiliated Verizon entity that is wholly owned by the parent Verizon Communications Inc.

To the extent applicable law limits the rights of the parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be determined in accordance with applicable law. In such cases, the Contractor shall give the Board prompt written notice of the assignment, signed by authorized representatives of both the Contractor and the assignee.

In the event the Commonwealth receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Agreement, Contractor agrees that payment or other performance in respect of those rights shall not be due until at least thirty days after the Commonwealth's receipt of the notice required by the above paragraph or receipt of a similarly executed notice confirming the absence or revocation of the purported assignment. The Board shall promptly notify the Contractor of any assignment notice it receives.

## **12. FORCE MAJEURE**

Contractor shall not be liable to the Commonwealth for delays, losses, damages, or any other consequences of acts, omissions, events or failures in performance due to causes beyond Verizon's reasonable control, including, but not limited to, acts of governmental body or third parties, acts of God, fires, floods, civil disturbances, war, terrorism, riots, insurrections, strikes, other labor-related disputes, or its inability to obtain the necessary equipment or services.

## **13. TERMINATION**

Either party may terminate this Agreement by written notice in the event the other party (i) materially breaches this Agreement and (a) fails to cure such breach within thirty (30) days following written notice thereof, or (b) if such breach cannot reasonably be cured during that time, uses its best commercially reasonable efforts to cure such breach as soon as practicable but in any event within ninety (90) days following written notice of the breach; or (ii) engages in fraud, criminal conduct or willful misconduct in connection with the business relationship of the parties. Further, the Board may terminate this Agreement immediately by written notice in the event Verizon becomes insolvent, ceases doing business in the ordinary course, enters bankruptcy proceedings or effects an assignment for the benefit of creditors. In the event either party terminates this Agreement pursuant to this Section 13, Commonwealth shall be liable to Contractor only for those Services provided through the date of termination subject to the availability of funds.

## **14. INSURANCE**

Verizon certifies that it will have the following insurance coverage's at the time the Agreement becomes effective. Verizon further certifies that it and any subcontractors will maintain these insurance coverage's during the entire term of the Agreement and that all insurance coverage's will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

### **INSURANCE COVERAGES AND LIMITS REQUIRED:**



- a. Worker's Compensation – Statutory requirements and benefits.
- b. Employers Liability - \$100,000.
- c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- d. Automobile Liability - \$1,000,000 per occurrence.

## **15. DRUG-FREE WORKPLACE**

During the performance of this Agreement, Verizon agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Verizon that it maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to Verizon, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, possession or use of any controlled substance or marijuana during the performance of the Agreement.

## **16. NON-AVAILABILITY AND NON-APPROPRIATION OF FUNDS**

The Services are funded by the Commonwealth from proceeds of the "Wireless E-911 Fund" established pursuant to Virginia Code Sec. 56-484.17. The Commonwealth's obligation to pay for the Services is subject to all funds for payment of goods or Services ordered under this Agreement having been legislatively appropriated and legally available for this purpose and having been awarded to PSAPs as wireless E-911 funds. In the event of non-availability or non-appropriation of funds by the Legislature for the Services under this Agreement or in the event funds from the Wireless E-911 Fund have not been awarded to PSAPs to pay for the Services, the Commonwealth may terminate this Agreement for those Services for which funds are not available, not been appropriated or not been awarded. Written notice will be provided to Verizon as soon as possible after legislative action is completed but in any event no later than 90 days before the start of the next contract year. Commonwealth shall be liable to Contractor for those Services provided through the date of termination and for which funds from the Wireless E-911 Fund have been awarded to the PSAP to pay for the Services.

If the Wireless E-911 Fund is insufficient to make any payment required under this Agreement, Verizon intends to bill the appropriate Ordering Agency or Agencies in accordance with the applicable Contractor's Tariff.

## **17. CONTRACTUAL RECORDS**

Verizon shall make all books, records, and other documents directly related to this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of four years after creation of the book, record, or document. Related records include, but are not limited to, this Agreement and all executed orders, attachments, modifications, invoices, and correspondence between the parties to this Agreement.

## **18. LIMITATION OF LIABILITIES; INDEMNITY**

- A. Except for errors and omissions caused by gross negligence, willful or wanton misconduct, fraudulent conduct or violations of law by Verizon, and, to the extent not caused by acts, omissions or other occurrences attributable to the Commonwealth or any other person or entity, Verizon's entire liability to the Commonwealth for all contractual claims arising under this Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property; or (B) proven direct damages for all other claims for which it is legally liable arising out of the Agreement, not to exceed in any 12-month period an amount equal to Commonwealth's total net payments to that Contractor for the affected Services in the 12 months preceding the month in which the non-performance occurred. Verizon's provision of service to an Ordering Agency shall not create nor give to any third party any claim or right of action against the Commonwealth, an Ordering Agency or Verizon.
- B. Under no circumstance shall Verizon be responsible or liable to the Commonwealth for special, indirect, incidental or consequential damages.
- C. Consistent with all the terms and conditions and limitation of liability provisions of Sections 18 A above, Verizon will indemnify the Commonwealth for any damages arising from third party claims that are not excluded or limited by Section 18 A.

## **19. MODIFICATIONS**

This Agreement may be modified in accordance with Section 2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives noted below. No modification to this Agreement shall be effective unless it is on writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

The only representatives authorized to modify this Agreement on behalf of the Commonwealth and Verizon are shown below.

### Verizon:

Attn Suleiman Hessami  
VP Pricing & Contracts  
22011 Loudoun County Parkway  
Ashburn, VA 20147

### Commonwealth

Wireless E-911 Services Board Chairman  
c/o VITA CESC  
11751 Meadowville Lane  
Chesterfield, VA 23219

## **20. CONTRACTUAL DISPUTES**

In accordance with Section 2.2-4363 of the Code of Virginia, Agreement claims, whether for money or other relief, shall be submitted in writing to the Chairman of the Board no later than sixty days after final payment at the end of the Agreement; however, written notice of Verizon's intention to file such claim must also be given to the Board within 60 days of the occurrence or beginning of the work upon which the claim is based as required by the Code of Virginia. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The Board shall render a final decision in writing within thirty days after its receipt of Verizon's written claim. The parties acknowledge that Verizon's invoices at the start of the billing period each year will serve as written notice of Verizon's intention to seek payment for all Services rendered during the billing period.

Verizon may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the Board's decision on the claim, unless the Board fails to render its decision within thirty days after receipt of Verizon's written claim. The decision of the Board shall be final and conclusive unless Verizon, within six months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or the administrative procedure authorized by Section 2.2-4365, Code of Virginia.

## **21. NO WAIVER**

A failure by either party to exercise its rights under this Agreement is not a waiver.

## **22. ADVERTISING/PUBLICITY**

The Parties to this Agreement shall not use the logo or trademarks of the other without prior written consent of the other party.

## **23. INSTALLATION OF SERVICE**

Except for specific limitations expressly stated in this Agreement, Verizon shall be responsible for completing and providing all component items necessary for installation and commencement for each ordered Service, including, without limitation, installation of any necessary access lines and switching/routing, or transport facilities in Verizon's network that are required for the Service to operate in accordance with the Exhibit A contained herein. When additional quantities of the Services are ordered, it is anticipated that Verizon and the Ordering Agency will negotiate a mutually agreed upon estimated target completion date for those Services.

## **24. INCREASE OR DECREASE OF SERVICES**

Any Ordering Agency may, at any time, increase or decrease the quantity of Wireless 911 Trunks to be provided to it hereunder. Any adjustment in charges resulting from such change shall be made under Exhibit A, prospectively at the start of the next year and must be reflected in the PSAPs request for funding from the Board and awarded to pay for such services. Ordering Agencies may increase or decrease Wireless 911 Trunks through issuance of a written Telecommunications Services Order (TSO) indicating the effective date of the change. No



termination charge of any kind shall be incurred as a result of decreasing the quantity of or otherwise terminating any Wireless 911 Trunks paid for hereunder.

## **25. PAYMENT; BILLING DISPUTES and RECONCILIATIONS**

- A. All invoices shall show the state Contract number. All invoices shall be supported by documentation with the federal employer identification number and also sufficient to show the amounts of Services and charges attributable to each Ordering Agency. Verizon shall promptly provide such documentation with issuance of an invoice. Invoices for items ordered, delivered and accepted shall be submitted by Verizon directly to the Board, and shall be based on the charges shown in Exhibit A.

Payment shall be made annually in advance. Payment is due 30 days after invoice or delivery, whichever occurs last. The payment address is as follows: Verizon PO Box 660720, Dallas Texas 75266-0720, Verizon Virginia Federal Employment Identification Number – 54-0167060 and Verizon South Federal Employment Identification Number – 56-0656680.

- B. Any credits which have accrued during the prior year shall be included on the following year's invoice. Within 30 days of the end of the contract term, Verizon shall issue payment to the Board for any credits accrued during the final year of the term.
- C. All Services paid for under this Agreement shall be billed by Verizon at the Agreement price contained in Exhibit A, regardless of which Ordering Agency submitted the order. Except as otherwise provided or permitted herein, Verizon shall accept payment of the Agreement price as full payment for the Services identified in this Agreement from the Ordering Agencies for the fiscal year for which payment is made, and Verizon shall not charge the Ordering Agencies any amounts for the Services in addition to those charged under this Agreement.
- D. The following shall be deemed to be the date of payment: for purposes of late payment charges; the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- E. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Verizon should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify Verizon, in writing, as to those charges which it considers unreasonable and the basis for the determination. The provisions of this section do not relieve the Board of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia*, Section 2.2-4363).

F. Payment to Subcontractors. If Verizon engages any subcontractor(s) pursuant to this Agreement, Verizon is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of Verizon's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the Board and the subcontractor(s), in writing, of Verizon's intention to withhold payment and the reason.

Verizon is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by Verizon that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- G. The Commonwealth shall notify Verizon in writing only when the billing and/or invoice information submitted by Verizon is rejected and the reasons therefore. If rejection is not made within 30 days of receipt of the information by the Commonwealth, then the billing and/or invoice information shall be deemed accepted.
- H. The Commonwealth reserves the right in accordance with the paragraph Entitled "Invoice Information", to make corrections to Verizon's invoices which have been paid but are later found to contain errors.
- I. With the goal of starting each new year of the Agreement with no billing disputes and with all past year items reconciled, and in order to meet the Board's obligation to determine the accuracy of its payments in relation to actual costs incurred by the Ordering Agencies, all of Verizon's claims for under billing or adjustments, and all Commonwealth claims for overbilling or other billing reconciliations to the prior year's invoice will utilize the following steps:
- (a) in the first 90 days after the prior billing period has ended, the parties will make a reasonable effort to identify all reconciliation items from that prior billing period;
  - (b) in the next 180 days the parties obligate themselves to work in good faith to resolve all such items;
  - (c) in the final 90 days of the current billing year all reconciliation items must be resolved or reserved for further action by the parties.
  - (d) If a claim is not made in the first 90 days, it may still be made before the end of the year but the parties do have an obligation to make

reasonable efforts to identify all reconciliation items in the first 90-day period under (a) above.

Nothing herein shall waive the requirements of paragraph 20 or Virginia Code 2.2-4363 regarding contractual disputes.

## **26. INVOICE INFORMATION**

No invoice may include any costs other than those identified in this Agreement.

All invoices shall be sent to the following address:

Wireless E-911 Services Board  
c/o Virginia Information Technologies Agency  
11751 Meadowville Lane  
Chesterfield, VA 23219

## **27. INDEPENDENT CONTRACTOR**

Verizon will be legally considered as an independent contractor and neither Verizon nor its employees will, under any circumstances, be considered servants or agent of the Commonwealth.

## **28. TERM**

A. This Agreement shall be effective as of July 1, 2010. The Board agrees to pay for services for up to thirty-six (36) consecutive months with a customer option for two, twelve (12) month extensions, provided that the Ordering Agencies have requested the Board pay for Services on their behalf and been awarded funds from the Wireless E-911 Fund to pay for Services during such period.

The Board is required to pay the entire payment for service on an annual basis beginning July 1 of each year. This payment is not subject to reimbursement if service is discontinued at the request of the Ordering Agency during the 12 month period. Ordering Agencies may, at their sole discretion, discontinue service at any time upon written notification.

B. No later than 90 days prior to each anniversary of this Agreement, the Board shall notify Contractors as to whether the Ordering Agencies will continue to "opt-in" to having the Board pay for the Services under this Agreement for the upcoming contract year. Absent receipt of notice that an Ordering Agency has opted-in to having the Board pay for the Services for the next year of the Contract, Contractors shall deem an Ordering Agency as NOT opting-in and shall follow the procedure set forth at Section 28(C) below. In addition, any such Ordering Agency who has or is deemed to have opted-out shall be precluded from opting back in throughout the remainder of this Agreement.

C. Any Ordering Agency who opts-out or is deemed to have opted-out of the Services paid for under this Contract shall also indicate if it wishes to have the Services terminated. Due to the important nature of the Services for public safety, Contractors shall not terminate the Services unless they receive a written statement from any such Ordering Agency affirmatively requesting

termination of the Service but rather will continue to supply the Services at then-applicable Tariff rates, terms and conditions. Should an Ordering Agency opt-out or be deemed to have opted-out of the Services paid for under this Contract, the Commonwealth shall notify the Ordering Agency that Verizon intends to bill the Ordering Agency for the Services in accordance with the then current Tariff rates. The Commonwealth shall also notify an Ordering Agency that Verizon has indicated that it will not terminate the Services unless the PSAP provides Verizon with a written request to terminate the Services.

## 29. HEADINGS

Headings are for reference purposes only and shall not be considered in construing this Agreement.

## 30. COUNTERPARTS

This Agreement shall be executed by each party signing two original copies of the agreement, each party keeping one original.

**PERSONS SIGNING THIS AGREEMENT ARE AUTHORIZED PREPRESENTATIVES OF EACH PARTY TO THIS AGREEMENT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

Verizon Business Network  
Services, Inc. on behalf of

**Commonwealth of Virginia**  
**Wireless E-911 Services Board**

By: 

Name: Michael Cline

Title: Board Chair

Date: 11/2/10

By: 

Name: Sam Nixon, Jr.

Title: Chief Information Officer

Date: 11/2/10

**Verizon Virginia, Inc.**  
**Verizon South, Inc.**

By: 

Name:

Title:

Date: 10/29/10

Suleiman Hessami  
VP Pricing/Contract Management

**EXHIBIT "A"**  
**TO**  
**CONTRACT VA-2009-485697**

**Service Descriptions**

- 1) Verizon will provide Wireless E-911 Services as outlined herein and described in its "Emergency 911 Service" tariff filed with the State Corporation Commission and effective September 10, 2010 to the Ordering Agencies where facilities exist. The tariff elements which apply to Wireless E-911 Services this Agreement are: (1) Combined CALI Wireless Location Identification & Selective Routing & (2) Selective Router to PSAP Trunks and are the same elements as described below. Verizon reserves the right to refuse Services to out-of-region customers. Special Construction charges, if any, are not included in the rates for Services.
- 2) Until such time as the tariff for Wireless E-911 Services is filed and effective, the following service terms at sub-sections 2(a) – (f) ("Pre-Tariff Service Terms") shall apply to the Wireless E-911 Services received by the Ordering Agencies. Upon the effectiveness of such tariff, however, these Pre-Tariff Service Terms will no longer be effective and shall be superseded by the tariff terms and conditions:
  - a) Verizon will deliver to each Ordering Agency the data as required and specified by the FCC in CC Docket No. 94-102 ("the FCC Docket"). Verizon will deliver to the PSAP the same data as was received from the Wireless Service Provider ("WSP"). Verizon disclaims any and all responsibility for (1) the delivery of any additional data element that the WSP may choose to provide beyond those required and specified in the FCC Docket; (2) the content of the data delivered to the Ordering Agency, and (3) any data that the WSP fails to deliver to Verizon. In addition, Verizon shall not be responsible for the location determination technology, for the accuracy of the location determination technology, or for the investigation or maintenance of those technologies.
  - b) The Ordering Agency must have all required elements of the Phase I Wireless E-911 Service configuration, utilizing ESRK or ESRD routing and cell site/sector location based information, in place before Phase II Wireless E-911 Service configurations can be implemented. In addition, all of the following requirements at Ordering Agency expense must be met prior to Phase II Service configuration implementation:
    - i) The ordering Agency's ALI software must be upgraded to Verizon's wireless ALI format to accommodate the X, Y data and the confidence and uncertainty element.
    - ii) The WSP must have a PDE and an MPC in its network. The PDE and MPC equipment is not provided by and is not the responsibility of Verizon, nor is Verizon responsible to ensure the WSP or their agent(s) are prepared to implement Phase II Service configurations.



- iii) The WSP must have obtained an executed Interconnection Agreement to obtain connection with Verizon to the E-911 Tandem and to Verizon's ALI database to provide the Phase I and Phase II data. Verizon is not responsible to provide Wireless E-911 Services without an executed Interconnection Agreement.
- iv) The WSP must submit Master Street Address Guide ("MSAG") – valid ALI records for each ESRK/ESRD in accordance with National Emergency Number Association ("NENA") Standard 02-010.
- c) *Centralized Automatic Line Identification ("CALI") Wireless Processing.* Allows for Automatic Location Identification ("ALI") processing for the following call delivery service configurations: Phase I Call Associated Signaling ("CAS"), Phase I Non-Call Associated Signaling ("NCAS") and Phase II Wireline Compatibility Mode. The Service includes two system ports per Ordering Agency in the Verizon service area to connect Public Service Answering Points ("PSAPs") to the ALI Database platform. The Service does not include circuits between the ALI Database platform and a) the PSAP, b) the WSP's subscriber database, or c) its Mobile Position Center ("MPC"). The WSP's subscriber database, its Position Determining Entity ("PDE") and/or its MPC are not provided by or the responsibility of Verizon.
- d) *Dual Selective Routing.* Allows for selective routing of the emergency call to the PSAP based on the Emergency Service routing Key ("ESRK") or Emergency Service Routing Digits ("ESRD"). It also provides the following enhanced features and capabilities to the PSAP: wireless E-911 trunk concentration; selective, default and alternate routing; call transfer; night transfer; and forced disconnect. Includes ports on the E-911 Tandem to maintain a P.01 grade of service, and to facilitate connection with the PSAP or the WSP's Mobile Switching Center ("MSC"). Trunks between the E-911 tandem and the PSAP may be purchased under this Agreement at the price listed below.
- e) *Wireless Trunks.* Provides the telecommunications connection between the PSAP and the E-911 Tandem.
- f) If any of the Commonwealth's Ordering Agencies experience a service outage exceeding 24 hours the Commonwealth on their behalf will receive a credit allowance provided as follows: When, after notice by the Commonwealth to Verizon of an interruption of Service, the service continues to be interrupted, a credit allowance will be given if the interruption continues for at least 24 hours. The allowance is equal to a pro rata adjustment of the fixed monthly trunk charge shown in Exhibit A for the services furnished by Verizon that are rendered useless or substantially impaired due to any cause other than the negligence or willful act of the Commonwealth's Ordering Agencies or the Commonwealth or the failure of any facilities provided by the Commonwealth or the Ordering Agencies. For purposes of administering this provision, every month is considered to have 30 days.

## Rates and Charges

On behalf of PSAPs, who have been awarded funds from the Wireless E-911 Fund to pay for services, the Commonwealth agrees to pay the Contractor the amounts listed below for the Services for the period for which the funds have been awarded to such PSAP. Verizon shall accept such payment in lieu of tariff rates for the Services. The amounts stated below do not include charges for any other aspect of E-911 services that may be used in connection with the Services paid for pursuant to this Agreement. Payment for Services is charged annually for the prospective twelve month period. If the Wireless Board and/or Ordering Agency discontinue Services during the twelve month period, payment for such Services is not refundable. Special Construction charges, if any, are not included in the charges for Services.

Service Element:	Total Annual Charges for all Ordering Agencies on Exhibit B
CALI Wireless Processing & Dual Selective Routing (note 1)	\$3,434,712
Wireless Trunks, E911 Tandem to PSAP (note 2)	\$329,940
Total	\$3,764,652

Note 1: This rate reflects the total annual charges that were derived on a locality by locality basis using a formula that involves Verizon access lines plus non-Verizon records and a state-wide average of 50% number of wireless calls received at the PSAPs. Its initial count of Verizon access lines plus non-Verizon records and % number of wireless calls shall remain constant throughout the duration of this Agreement. This rate will be adjusted annually to reflect the number of PSAPs requesting the Board pay on their behalf and awarded funds from the Wireless E-911 Fund for such Service, but cannot exceed this initial rate. Since all PSAPs identified in Exhibit B have requested the Board pay on their behalf and been awarded funds from the Wireless E-911 Fund for the first year of this agreement, the rate can only decrease as PSAPs opt out or are not awarded funding.

Note 2: The monthly recurring charge for each wireless trunk is \$58.75 per trunk as is based on the number of trunks installed in the Commonwealth as of July 1, 2010 and are listed in Exhibit B. These quantities will be adjusted annually to reflect the actual number of wireless trunks in use and may accordingly increase or decrease.

## Technology Upgrade:

If, at any time after the completion of twelve (12) months of the Service, Verizon offers to the public a modification, enhancement or improvement to this Service that increases the speed, bandwidth or capacity of this Service ("Upgrade") and such Upgrade is available in the areas of the Ordering Agencies' locations, Ordering Agencies may request such Upgrade in replacement of all or a portion of this Service at the Ordering Agencies' locations without termination liability for the replaced Service, provided that (i) Ordering Agencies subscribe to the Upgrade for a service period at least as long as the Service Period remaining for the replaced Service

under this Agreement; (ii) Ordering Agencies subscribe to the Upgrade at the same Ordering Agencies locations as the replaced Service at the rates determined by Verizon and agreed upon by the parties for such Upgrade or at generally available tariffed rates for such Upgrade. The Upgrade shall be provided, and the applicable rates, terms and conditions will take effect, only after mutual agreement of the parties on all such rates, terms and conditions and only after all necessary filings are made with governmental entities and approvals from such entities are obtained. Rates for the Upgrade will apply prospectively only. Should an Ordering Agency/Customer request an upgrade, the Board shall indicate its approval for the use of any existing, awarded funding for such upgrade, but shall not be obligated for any additional cost resulting from the Upgrade unless otherwise awarded from the Wireless E-911 Fund to pay such costs.

**EXHIBIT "B"****LIST OF ORDERING AGENCIES AND QUANTITIES ATTRIBUTABLE TO EACH ORDERING AGENCY**

Ordering Agency	# Trunks
Alexandria	12
Amelia	4
Amherst	4
Appomattox	4
Arlington	24
Augusta	4
Bath	4
Bedford	6
Blacksburg	6
Bland	
Botetourt	2
Brunswick	4
Buchanan	4
Buckingham	
Campbell	
Caroline	4
Charles City	4
Charlotte	2
Chesapeake	10
Chesterfield	6
Chincoteague	2
Christiansburg	4
Clarke	4
Clifton Forge	
Colonial Beach	
Colonial Heights	4
Covington	
Culpeper	4
Cumberland	4
Danville	4
Dickenson	4
Dinwiddie	4
Eastern Shore	4
Emporia	4
Essex	4
Fairfax	12
Franklin Co	
City of Franklin	4

Frederick	4
Fredericksburg	6
Fauquier	4
Giles	2
Gloucester	4
Goochland	4
Greensville	4
Halifax	
Hampton	6
Hanover	4
Harrisonburg	8
Henrico	12
Hopewell	4
Isle of Wight	4
James City Co	6
King & Queen	2
King George	4
King William	4
Lancaster	4
Loudoun	10
Louisa	4
Lunenburg	
Lynchburg	6
Madison	4
Manassas Pk.	
Manassas	
Mathews	2
Mecklenburg	4
Middlesex	4
Montgomery	4
Nelson	2
New Kent	4
Newport News	6
Norfolk	12
Northumberland	4
Norton	2
Orange	4
Page	
Petersburg	4
Pittsylvania	2
Portsmouth	4
Poquoson	
Powhatan	4
Prince Edward	
Prince George	4
Prince William	10
Pulaski Co	
Pulaski Town	4
Radford	2
Rappahannock	



Richmond Co	4
Richmond	8
Roanoke City	10
Roanoke Co	6
Rockbridge	
Russell	4
Salem	4
Southampton	4
Spotsylvania	4
Stafford	10
Staunton	4
Suffolk	6
Surry	4
Sussex	4
Tazewell	4
Vinton	
Va. Beach	12
Warren	
West Point	4
Westmoreland	2
Williamsburg	
Winchester	4
Wise	4
York	8
<b>Total</b>	<b>468</b>